

IT IS ORDERED as set forth below:

Date: October 29, 2020



Lisa Ritchey Craig
U.S. Bankruptcy Court Judge

**UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

In re: NKECHI O FUNSO OBIKA)	
aka NKECHI OBIAGELI OBIKA)	
aka NKECHI OBIAGELI FUNSO OBIKA)	
aka OBIKA FUNSO,)	Chapter 7 Asset
)	
Debtor.)	Bankr. No. 20-66385-lrc
)	
NATIONWIDE JUDGMENT RECOVERY, INC.)	
)	
Plaintiff,)	Adversary No. 20-06159
)	
vs.)	
)	
NKECHI O FUNSO OBIKA)	
aka NKECHI FUNSO,)	
)	
Defendant.)	

**CONSENT JUDGMENT AND STIPULATION IN SETTLEMENT OF ADVERSARY
PROCEEDING BETWEEN THE DEFENDANT AND NATIONWIDE JUDGMENT
RECOVERY, INC.**

It appearing that the Plaintiff, Nationwide Judgment Recovery, Inc. ("Plaintiff") and Defendant, Nkechi O Funso Obika aka Nkechi Funso ("Defendant"), by and through their

undersigned counsel, have agreed to the terms herein, as evidenced by the signatures below, and the following facts being stipulated to:

A. On May 14, 2020, the above-captioned Debtor filed a voluntary petition for relief under Chapter 7 of the United States Bankruptcy Code.

B. Plaintiff is a creditor of the Defendant.

C. This consent judgment arises out of two Final Judgments entered on August 14, 2017 in *Bell v. Disner*, Case 3:14-cv-00091-GCM (W.D.N.C. 2017), referred to collectively herein as the "Judgments." A true and correct copy of the Judgments are attached hereto as Exhibit "A" and are incorporated herein by reference.

D. On August 14, 2020, Plaintiff filed an Adversary Proceeding under 11 U.S.C. § 523(a)(19) seeking a determination by this Court that the Judgments referred to in paragraph C and attached hereto as Exhibit "A" are nondischargeable.

E. Pursuant to the terms of the Judgments, post-judgment interest shall accrue at the rate specified under 28 U.S.C. 1961 from the date of entry until the Judgments are paid in full.

F. The current balances of the Judgments are \$32,158.84 and \$379,797.39, respectively, which includes interest from the Judgment date to the date the Defendant filed her bankruptcy petition.

IT IS HEREBY ORDERED that:

1. In settlement of the Adversary Proceeding, the parties agree that the Judgments referenced above of \$32,158.84 and \$379,797.39 are nondischargeable pursuant to 11 U.S.C. § 523(a)(19), and shall survive any discharge entered in the Defendant's main bankruptcy case. This settlement shall not alter the nature or amounts of the original Judgments.

2. Plaintiff retains the right to receive its pro rata distribution on its allowed claims under the Defendant's Chapter 7 Asset case based upon the full amounts of its claims and its claims will not be reduced or affected by this Stipulation.

3. In the event that the Defendant's bankruptcy case is dismissed or discharge is denied or revoked, Plaintiff shall remain entitled to recover the full balance of the original Judgments, plus accrued interest, less credit given for all amounts received hereunder.

4. In the event that the Defendant's bankruptcy case converts or the Defendant obtains a Hardship Discharge, the Judgments will remain nondischargeable and Plaintiff shall remain entitled to recover the full balance of the original Judgments, plus accrued interest, less credit given for all amounts received hereunder.

5. The Defendant agrees that the Judgments will be nondischargeable in any future bankruptcy proceedings until the Judgments are paid in full or deemed satisfied pursuant to any possible settlement agreement the Defendant enters into with Plaintiff.

6. The Defendant understands that she must advise Plaintiff at Nationwide Judgment Recovery, Inc., C/O National Recovery Associates, Inc., 550 Broad Street, 10th Floor, Newark NJ 07102 in writing of any change of address until the Judgments have been satisfied. The Defendant's current mailing address is 1989 Raegan Way, Lawrenceville, Georgia 30043.

7. The Judgments referenced herein shall be fully enforceable in all respects pursuant to the laws of the State of Georgia, and/or the provisions of the United States Bankruptcy Code, and/or the laws of any state of the United States.

8. The parties agree that any automatic stay and/or discharge injunction shall be terminated without further notice, order, or proceeding of the Court and Plaintiff may proceed to

exercise its rights to seek enforcement of the Judgments and/or repayment of the Judgments pursuant to applicable state law and take any action necessary to enforce its rights hereunder.

9. By signature below, the Defendant declares that this agreement represents a fully informed and voluntary agreement by the Defendant.

WHEREFORE, the parties pray this Honorable Court for an Order approving the instant Consent Judgment and closing the adversary matter.

Dated: 10/28/20

By: 

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Dated: 10/8/2020

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Dated: 9/30/2020

By: 

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DISTRIBUTION LIST

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